

B210A (Form 210A) (12/09)

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re DPH Holdings Corp., et al.

Case No. 05-44481

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

DP Auto Holdings, LP

Name of Transferee

Credit Suisse Loan Funding LLC

Name of Transferor

Name and Address where notices to transferee Court Claim # (if known): N/A  
should be sent:

DP Auto Holdings, LP  
c/o Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019  
Attn: Kenneth M. Schneider  
Phone: 212-373-3000  
Email: ks Schneider@paulweiss.com

Total Amount of Claim Filed: N/A

Amount of Claim Transferred: \$800,000,000.00

Date Claim Filed: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: \_\_\_\_\_  
Transferee/Transferee's Agent

Date: February 19, 2014

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 & 3571.

**EVIDENCE OF TRANSFER OF CLAIM**

**TO: THE DEBTOR AND THE BANKRUPTCY COURT**

For value received, the adequacy and sufficiency of which are hereby acknowledged, CREDIT SUISSE LOAN FUNDING LLC ("Assignor") hereby unconditionally and irrevocably sells, transfers and assigns to DP AUTO HOLDINGS, LP ("Assignee"), and Assignee hereby purchases and acquires, all of Assignor's right, title, interest, claims and causes of action in and to, or arising under or in connection with, Assignor's PBGC General Unsecured Claim (as defined in the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession (As Modified) dated December 10, 2007, as modified on January 25, 2008, June 16, 2009 and July 30, 2009, hereinafter referred to as the "Plan") in the amount and only to the extent of \$800,000,000.00 (the "Claim") against Delphi Corporation and certain of affiliates (n/k/a DPH Holdings Co. and certain affiliates) (the "Debtors"), in In re DPH Holdings Corp., et al., Chapter 11 Case No. 05-44481 (RDD) (jointly administered) in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and any and all proofs of claim filed by Assignor with the Bankruptcy Court in respect of the foregoing Claim to such extent. Notwithstanding anything herein to the contrary, Assignor is not selling, transferring or assigning, and Assignee is not purchasing or acquiring, (i) any right, title, interest or recovery of Pension Benefit Guaranty Corporation in, to or relating to the GM PBGC Agreement (as defined in the Plan) or the consideration set forth therein, (ii) other than with respect to enforcing the Claim or the rights thereunder, any claims against any person or entity other than the Debtors which filed the Plan or (iii) rights, benefits or obligations in, to or relating to the Delphi-PBGC Settlement Agreement (as defined in the Plan) other than with respect to allowance and distributions on account of the Claim and enforcement of such allowance and distributions on account of the Claim.

Assignor hereby waives any objection to the transfer of the Claim to Assignee to the extent set forth above on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law with respect to transfer of the Claim to such extent. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor transferring to Assignee the Claim to the extent set forth above and recognizing the Assignee as the sole owner and holder of the Claim to such extent. Assignor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Claim to such extent, and all payments or distributions of money or property in respect of Claim to such extent, shall be delivered or made to the Assignee.

[signature page to follow]

*in* IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF CLAIM IS EXECUTED THIS  
15 day of April, 2011.

CREDIT SUISSE LOAN FUNDING LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*D.P.B.*  
Douglas DiBella  
Authorized Signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Ilan Landow*  
Ilan Landow  
Authorized Signatory

DP AUTO HOLDINGS, LP  
By: DP Auto Holdings GP, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF CLAIM IS EXECUTED THIS  
15 day of April, 2011.

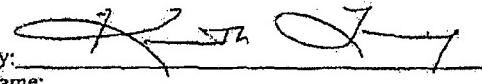
**CREDIT SUISSE LOAN FUNDING LLC**

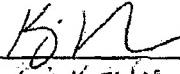
By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**DP AUTO HOLDINGS, LP**

By: DP Auto Holdings GP, LLC  
Its: General Partner

By:   
Name:  
Title:

By:   
Name: B. Vazquez  
Title: Authorized Signatory